

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

FURNITURE DIRECT, INC.
d/b/a EMES BEDDING

and

Case Nos. 4-CA-33172
4-CA-33602

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL 837, AFL-CIO

Errata

On July 14, 2005, I issued my decision in the above matter. I inadvertently left out the 6 month extension of the Union's certification year from my recommended order in the decision, although I had included the 6 month extension of the certification year in the remedy section and notice of the decision. I am correcting this error by reissuing the recommended order as set forth below to be substituted for the order contained in the July 14, 2005 decision.

ORDER

The Respondent, Furniture Direct, Inc., d/b/a EMES Bedding of Philadelphia, Pennsylvania, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain in good faith with the International Brotherhood of Teamsters, Local 837, AFL-CIO by: refusing to meet at reasonable times and with reasonable frequency; canceling scheduled meetings; failing to come prepared for meetings or meet for sufficient periods of time; failing to return the Union's phone calls; and failing to reply to correspondence from the Union. The appropriate collective-bargaining unit consists of the following employees:

All full time and regular part-time production, warehouse and maintenance employees employed by Respondent at its 620 East Erie Avenue, Philadelphia, PA facility; excluding all drivers, professional employees, sales employees, office clerical employees, guards and supervisors as defined in the Act.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action to effectuate the policies of the Act.

(a) On request, bargain collectively and in good faith concerning wages, hours, and other terms and conditions of employment with the Union as the exclusive representative of employees in the above-described unit, as if the initial certification has been extended for an additional 6 months from the commencement of bargaining, and embody any understanding reached in a signed agreement.

(b) Within 14 days after service by Region 4, post at its facility in Philadelphia, Pennsylvania, copies of the attached notice marked "Appendix."¹ Copies of the notice, on forms

¹ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the
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provided by the Regional Director for Region 4, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent on or after March 26, 2004.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. July 22, 2005

Eric M. Fine
Administrative Law Judge

National Labor Relations Board.”